

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7004840

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name			Execution Date
QUAD/GRAPHICS, INC.			11/02/2021
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
PROPERTY NUMBERS Total: 4			
Property Type	Number		
Patent Number:	10445767		
Patent Number:	10803481		
Application Number:	16717226		
Application Number:	16374965		
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	DUSAN CLARK, ESQ.		
Address Line 1:	SIDLEY AUSTIN LLP		
Address Line 2:	2021 MCKINNEY AVE., SUITE 2000		
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ATTORNEY DOCKET NUMBER:	36084-37010		
NAME OF SUBMITTER:	DUSAN CLARK		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	11/03/2021		
Total Attachments: 4			
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (the “Confirmatory Grant”) is made effective as of November 2, 2021 by and from QUAD/GRAPHICS, INC., a corporation organized under the laws of the State of Wisconsin (the “Grantor”), to and in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (in such capacity, “Grantee”), for the benefit of the Holders of Secured Obligations under the Credit Agreement described below.

WHEREAS, the Grantor, the Lenders party thereto, and Grantee have entered into the Second Amended and Restated Credit Agreement dated as of April 28, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, the Grantor has entered into the Second Amended and Restated Pledge and Security Agreement dated as of April 28, 2014 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) among the Grantor, certain Subsidiaries of the Grantor and the Grantee;

WHEREAS, the Grantor owns the patents (the “Patents”) listed on Exhibit A attached hereto, which Patents are issued or pending with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Pledge and Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Pledge and Security Agreement and the other loan documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the Guaranteed Obligations (both as defined in the Pledge and Security Agreement). Upon the indefeasible payment of all the Secured Obligations and Guaranteed Obligations in cash (other than Unliquidated Obligations), the termination or expiration of the Commitments and all Letters of Credit (or, in the case of all Letters of Credit, that the Letters of Credit have been fully collateralized (by cash or letter of credit) on terms reasonably satisfactory to the Grantee) and no commitments of the Grantee or the Holders of Secured Obligations which would give rise to any Secured Obligations or Guaranteed Obligations are outstanding, Grantee shall promptly, upon such satisfaction, execute,


acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Patents acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Patents set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Patents, and (3) all causes of action arising prior to or after the date hereof for infringement of the Patents or unfair competition regarding the same.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

QUAD/GRAPHICS, INC.

By: 
Name: Kelly A. Vanderboom
Title: Executive Vice President, President of
Logistics and Treasurer

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS
Exhibit A - SCHEDULE OF PATENTS**

PATENT NO/ PUBLICATION NO/ SERIAL NO.	DATE ISSUED/ DATE FILED	TITLE:	PATENT OWNER:	STATUS
10445767 15386654	10/15/2019 12/21/2016	AUTOMATED GENERATION OF PERSONALIZED EMAIL	QUAD/GRAPHICS, INC.	GRANTED
10803481 16562897	10/13/2020 9/6/2019	AUTOMATED GENERATION OF PERSONALIZED EMAIL	QUAD/GRAPHICS, INC.	GRANTED
20200117411 16717226	4/16/2020 12/17/2019	SYSTEM AND METHOD OF DATA PROCESSING FOR A PRINTING OPERATION	QUAD/GRAPHICS, INC.	GRANTED
20190329568 16374965	10/31/2019 4/4/2019	PRINTING USING COLOR CHANGEABLE MATERIAL	QUAD/GRAPHICS, INC.	GRANTED